

f) Lawn sprinkling on individual Lots shall be subject to conditions and restrictions imposed by the Association's Board of Directors.

22. Enforcement Procedures and Assessment for Rule Violations

1. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the homeowner, guests, or the occupants, including tenants of his/her home.
2. A rule violation, that by the determination of the Board affects the rights of others or their property, may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
4. ***In accordance with the procedure outlined in Item 6 below, an assessment of up to but not exceeding Fifty & No/100 Dollars (\$50.00) per day, per occurrence MAY be levied by the Board on any owner found in violation of the Rules and Regulations.***
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.
6. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:
A written request to stop / remedy the violation will be served upon the homeowner specifying:
 1. The violation;
 2. The action required to stop the violation; and
 3. A time during which the violation must cease / cured without the imposition of an assessment.

23. Maintenance Fees, Lien Procedures and Cost of Collection

1. Collection Policy

a) Yearly association dues of \$1,100 are billed quarterly in January, April, July and October. Water usage is billed about 10 days after the end of each calendar quarter. Your first invoice will be in the quarter after your closing date and will include the water usage for any partial period prior to the billing date (if any). If you have any questions regarding maintenance or operational issues of the water and sewer facilities, please feel free to call Town and Country (our water management company) at 847-973-9723.

All assessments, including water fees are due on the tenth (10) day of the month following the billing and are considered late if not received within 3 days of this date. A late fee of \$25 will be assessed.

b) At 30 days past due, a service fee will be charged at an annual rate of 10 percent of the unpaid balance. For vacant lots and properties without water and sewer service, the service fees will continue to accrue monthly until the balance is paid in full.

c) For properties with water and sewer service, at 60 days past due, the Board will issue a 30-day notice for the Turn-off of water to the home. This will be delivered by certified mail to the homeowner. If no remedy for the past due amounts by 90 days past due, the water service will be turned off to the property. A \$350 hook-up fee will be charged to re-connect.

- d) Any payments made by the Unit Owner shall be applied in the following order:
1. Administrative late/service fees owed to the Association
 2. Collection costs, attorney's fees incurred by the Association
 3. Principal amounts owed on the account for common expenses, assessments and water/sewer usage.
- e) Any past due assessment may cause a lien and foreclosure to be filed against the Unit Owner.
- f) Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner
- g) If any owner fails to perform any act that he/she is requested to perform by the Declaration, the By laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- h) Any assessments which are not paid when due shall be delinquent. the Association or its successor may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Association) and / or bring an action at law against the Owners of the Lot and interest costs, penalties and reasonable attorney's fee for any such action(s) shall be added to the amount of such assessment judgment. If the assessments become three (3) months delinquent, the Owner acknowledges that the Association or its successor shall terminate water and sewerage service to structures on said Lot, provided there be a thirty (30) day written notice prior to such action. Upon completion of foreclosure proceedings, any funds collected shall first be used to pay delinquent Facilities assessments.
- i) No sale or transfer shall relieve a property from the liability for any amounts owed to the Association becoming due.

24. PAID ASSESSMENT LETTER

To accordance with the closing of your home we can provide a paid assessment letter as may be required. The cost for this letter / form is \$350.00

30 days prior to the closing you must request the paid assessment letter and provide:

1. The \$350 payment.
2. The closing date and contact / address where to send the letter
3. The new homeowner / buyer contact form

Remember any outstanding balance owed for water, association fees, fines, assessments, or other amounts due will be need to be settled before or at closing.

GOOD NEIGHBOR POLICY

The Association's Declaration and Bylaws and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filling a complaint about a neighbor, take the time to have a personal

discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.